

**NORTHERN HILLS ADULT DRUG COURT
TREATMENT PROGRAM BASIC UNDERSTANDING,
WAIVERS AND AGREEMENTS**

Defendant's Name: _____

Address: _____

Date of Birth: ____/____/____ Phone Number(s): _____

In Case of Emergency, Contact: _____

Address: _____

Telephone Number: _____

I UNDERSTAND THAT:

Before I can be accepted into the Drug Court Treatment Program, I must give up certain statutory and/or constitutional rights. I hereby voluntarily agree and consent to give up the following statutory and/or constitutional rights upon my acceptance into the Drug Court Treatment Program enumerated below:

1. LEGAL WAIVER: I do hereby release and forever discharge the complaining witnesses, victim(s), the Drug Court Judge, the State's Attorney's Office, the Defense Attorney on the Drug Court Team, the Court Service Officer(s), the Drug Court Staff, and their respective heirs, successors, executors, administrators, and assigns from any and all claims of any kind or nature whatsoever, either in law or in equity, arising out of my arrest, participation in, or termination from, the Drug Court Program, and do expressly release and forever hold them harmless from any criminal or civil action which I may have a right to bring as a result of my arrest or participation in the Drug Court Program. (____)
2. RELEASE OF INFORMATION: I agree to complete a diagnostic evaluation for the development of my Drug Treatment Program as ordered by the Court. I hereby authorize release of all treatment information by the provider to the Court, the Drug Court Coordinator, and the Drug Court Team. The Team and Court may consider any such information in deciding whether I remain in the Drug Court Treatment Program. (____)
3. STATUS OF PROGRAM: I have no legal right to participate in the Drug Court Treatment Program, and my acceptance and participation is a privilege. I may be excluded or terminated from the Program at any time. (____)
4. PROGRAM LENGTH: The length of the Program varies client by client, with the minimum time to complete all levels of programming being twelve (12) months. It may take up to two (2) years, depending on the client's needs, abilities, and motivation to

achieve six (6) months of sobriety and meet Program objectives. Under no circumstances will a participant be allowed to exceed three (3) years in the Program. (____)

5. GENERAL REQUIREMENTS: I must attend all Drug Court sessions well groomed and professionally dressed. I must also attend treatment sessions, pass repeated drug screens, and address problems such as corrective thinking that contribute to my addiction. I must reduce risk factors, which may include improving my family situation, bettering my employment status, increasing my educational level, moving from known drug distribution areas, etc. I may be required to pay restitution treatment fees and/or fees for participation in the program, fines, my Court Appointed Attorneys Fees, and any other related costs. I must make suitable progress towards controlling my addiction and the Program will set individual requirements that I must meet. (____)
6. INDIVIDUALIZED TREATMENT PLANS: The Clinician I am assigned to will set my individual treatment plan requirements, which will then be reviewed by the Drug Court Team. The final decisions regarding my progress, compliance with Program requirements, and continued participation are in the Judge's sole discretion. I have no right to appeal the Court's decisions. (____)
7. TERMINATION: I can quit the Program at any time but I must meet with the Judge and discuss my reasons for this decision and he/she may delay my withdrawal from the Program for up to one (1) week to make sure my decision is firm. If I quit the Program or am involuntarily terminated, I understand that I will be subject to sanctions by my sentencing judge. (____)
8. FEES: I will have to pay for some components of the Program, such as:
 - A. Drug Testing
 - B. Ankle Bracelet Monitoring System
 - C. Treatment/Counseling

Money I pay into the Program is non-refundable. If I quit, am terminated from the Program, or if the Program ends for any reason, I will not get my money back. (____)

9. SANCTIONS: If I do not fully comply with the Program, the Judge may impose sanctions at his/her sole discretion. Additionally, my Court Service Officer(s) (CSO) may impose administrative sanctions if I violate my curfew, have unauthorized visitors, or violate my weekly schedule. I will have to complete the sanctions to continue in the Program. The sanctions could include community service, a return to jail, additional drug treatment, or anything deemed appropriate by the Judge. Additionally, as a condition of my participation in the Drug Court Program, I do not have a right to an Evidentiary Hearing to contest the imposition of sanctions nor do I have the right to appeal the decision of the Drug Court Judge. The Judge may also terminate me from the Program. (____)
10. COMMISSION OF A CRIMINAL OFFENSE: If I commit an additional criminal offense, excluding minor traffic offenses, I may be expelled from the Program. (____)

11. NO CREDIT FOR JAIL SANCTION: If I do not complete the Program, I may not get credit for any time that I served for Drug Court sanctions. (____)
12. COURT PROCEEDINGS: The Drug Court proceedings will be informal and performed in open Court. However, participants are required to be well groomed and dressed in professional attire for all Court appearances. (____)
13. SEARCHES:
 - A. I will submit to random searches of my blood, breath or urine, person, possessions, vehicle or residence for controlled substances, alcohol, or any paraphernalia at the request of the Court Service Officer(s) (CSO). I will comply with all other rules of the Intensive Supervision Program. I am aware that my Court Service Officer(s) (CSO) and/or law enforcement will be conducting random home visits as a part of my participation in the Program. (____)
 - B. I will submit to searches of my blood, breath or urine, person, possessions, vehicle or residence for controlled substances, alcohol, or any paraphernalia at the request of law enforcement with reasonable suspicion. (____)
 - C. I will be subject to random searches of my blood, breath or urine, person, possessions, vehicle or residence for controlled substances, alcohol or any paraphernalia by treatment provider staff or their designee while participating in the treatment program or while on treatment provider property. Failure to comply with these requirements may result in sanctions. (____)
14. ATTORNEY: I understand that I will not have an attorney to represent me while in the Drug Court Program. I also understand that Drug Court is a non-adversarial forum and, therefore, treatment and accountability is the primary concern. (____)
15. DISCUSSIONS IN MY ABSENCE. I understand and acknowledge that the members of the Drug Court Team, including the Defense Attorney and the Prosecuting Attorney, will be talking to the Drug Court Judge about me, my progress in the program, and any problems that I might be having. The Team may also discuss with the Judge, at various times, sanctions or rewards, which I may receive because of my participation in the program. I also understand and acknowledge that I will not be present for these discussions with the Judge. It has been explained to me these discussions with the Judge without me being present are necessary in order for me to receive the maximum benefit from the program. I understand this and waive my presence at these meetings and discussions with the Drug Court Judge. (____)
16. WAIVER OF PRIVACY: Program officials may require me to provide very personal information. This may include, but will not be limited to: my criminal record, financial and tax information, child support records, education and work history, family history, and medical and psychiatric information. While Program officials will try to avoid unnecessary embarrassment to me, I understand and agree that these things may be discussed in open Drug Court session, in treatment sessions, or in other settings related to participation in the Program. I agree to sign specific releases promptly to allow the gathering of this information. (____)

17. DUTY TO NOTIFY: I must obtain permission from my Court Service Officer(s) (CSO) prior to making any change in my residence or mailing address, any change, or disconnection of my phone number, or any change in my employment. I must also notify my Court Service Officer(s) (CSO) immediately after any law enforcement contact. (____)
18. REARRESTS: I must obey all laws, and notify my Court Service Officer(s) (CSO) of any criminal charges that are made against me, including any driving violations or minor offenses. My arrest or conviction on other charges, or *my failure to report other charges*, may result in termination from the Program. (____)
19. TRUTHFUL DISCLOSURE: Acceptance in the program is based partly on my criminal history. I have truthfully, disclosed any previous arrests and convictions. (____)
20. NO ALCOHOL OR CONTROLLED SUBSTANCES: I understand that I cannot drink, possess, or otherwise ingest alcohol, nor may I associate with those who do, while I am a participant in the Drug Court Program. I also understand that I cannot use or possess marijuana, K2 or like substances, synthetic marijuana, scheduled controlled substances, over-the-counter drugs except as authorized herein, or any mind-altering substances, nor associate with those who do, while I am a participant in the Drug Court Program. (____)
21. MEDICATIONS: I understand that I will be required to provide frequent and random searches of my blood, breath or urine, person, possessions, vehicle or residence for controlled substances, alcohol, or any paraphernalia as a condition of my participation in the Drug Court Program. I agree that I will not take any medications, including cough, cold, and any other over-the-counter medications without prior approval from my treatment provider and my Court Service Officer(s) (CSO). I also agree to provide a complete list of my medications to my treatment provider and my Court Service Officer(s) (CSO). I also will not use or consume any food or beverage that contains poppy seeds while I am in the Drug Court Program. (____)
22. SEXUAL HARASSMENT POLICY: It is the policy of the Northern Hills Drug Court Program that all participants are entitled to an atmosphere that is free from any sexual harassment. Sexual harassment is any unwanted comments, gestures, writings, physical contact, and innuendo that are sexual in nature. Any participant who sexually harasses another participant or service provider will be subject to a disciplinary review and could face severe consequences, including termination from the Program. (____)
23. FRATERNIZATION: It is also the policy of the Northern Hills Drug Court Program that Program participants are not to engage in any sexual relationships with other Program participants. This type of fraternization is not conducive to a healthy treatment environment, and will not be tolerated by the Drug Court Program. (____)
24. NO FINANCIAL DEALING: Participants in Drug Court are prohibited from having any financial dealings with each other while in the Program, except with the permission of the Drug Court Judge. The term "financial dealings" shall include, but not be limited to, lending or borrowing money or property, purchasing or selling real or personal property, or working for each other, or exchange of gifts. A violation will result in sanctions for all involved participants. (____)

25. WAIVER OF RIGHT TO REMAIN SILENT: I give up my right to remain silent. I agree to fully and *HONESTLY* participate in all Drug Court meetings. (____)
26. PHOTOGRAPH: I agree to have my photograph taken for Drug Court files. (____)
27. FREE, VOLUNTARY, KNOWING AGREEMENT: My participation in the Program requires that I waive very important rights. I have fully discussed my rights with the Defense Attorney on the Drug Court Team before agreeing to enter into the Program. I am satisfied that I understand how the Program will affect my rights. At the time of executing this document, my thinking is clear and I am not under the influence of any substance. The decision to waive my rights and enter the Program is mine alone and made of my own free will. I expressly agree to accept and abide by all the terms and conditions of the Drug Court Treatment Program as established by the Court and the Treatment Provider. (____)
28. NO REVOCATION OF ASSIGNMENT: I hereby consent to this case being assigned to the Drug Court Judge for all purposes, including sanctions. (____)

SIGNATURE OF DEFENDANT

DATE

*I have reviewed this with the Defendant and believe he/she understands it fully and completely.
He/She voluntarily agrees to participate in the Drug Court Program.*

SIGNATURE OF DEFENSE ATTORNEY